

A. G. Contract No. KR93 2377TRN
ECS File: JPA 94-39
JPA No. 93-139
Project: STP-PPN-0(20)P
Fund: SF328 01D
Section: Maricopa - Casa Grande
Hwy, Burris Rd. to Ethington Rd.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into 11 January, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, the design and construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for approval.

NO. <u>18344</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/11/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky J. Greenwood</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: HIGHWAY DESIGN.

Estimated Project Cost	\$ 137,390.00
Federal Aid Funds @ 94.3%	\$ 129,559.00
County Funds @ 5.7%	\$ 7,831.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to furnish and provide County funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the County with federal funds for design work addressed under this agreement at 94.3% of the project cost, in an amount estimated at \$129,559.00. The County will invoice the State monthly after receipt of the County's design consultant invoices. The State will remit payment to the County within thirty (30) days after receipt and approval of invoices.

4. The County will provide the preliminary engineering and planning studies, the environmental analysis, right-of-way plans, plans and specifications and design of the project. The State will provide design review of the project plans, specifications and related documents, and provide comments which shall be incorporated into the design documents.

5. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis

requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pinal County
County Manager
PO Box 827
Florence, AZ 85232

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

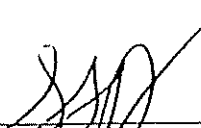
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY, ARIZONA

STATE OF ARIZONA

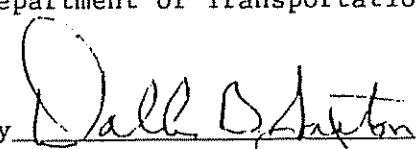
Department of Transportation

By


JAMIE D. KERR, Chairman
Board of Supervisors
County Manager

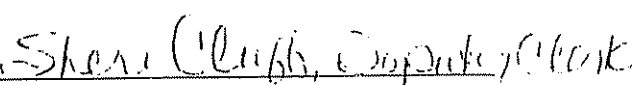
11-22-93

By


ROBERT P. MICKELSON
Deputy State Engineer

ATTEST

By


-STANLEY D. GRIFFIS
Clerk of the Board

JPA 93-138

RESOLUTION

BE IT RESOLVED on this 20th day of September 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pinal County, Arizona for the purpose of defining responsibilities for the design and construction of a improvements to Maricopa - Casa Grande Highway, Burris Road to Montgomery Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for *Larry S. Bonine*
LARRY S. BONINE
Director

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above-referenced proposed intergovernmental agreement, between the State of Arizona, acting through the Department of Transportation and Pinal County, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 3rd day of December, 1993.

GILBERTO V. FIGUEROA
PINAL COUNTY ATTORNEY

Peter A. Grier
Deputy County Attorney

RESOLUTION NO. 120293-PCHD

A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS AUTHORIZING PINAL COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT IDENTIFIED AS JPA 93-139 WITH THE STATE OF ARIZONA BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION

WHEREAS, Pinal County ("County") plans to design improvements for Maricopa - Casa Grande Highway from Burris Road to Ethington Road (the "Project"), and

WHEREAS, the design, construction and maintenance of improvements on said Project would promote the safety and general welfare of the public; and

WHEREAS, it is in the best interest of the County to have the State of Arizona ("State") through its Department of Transportation ("ADOT") assist in obtaining federal funds for said improvements, and

WHEREAS, the Pinal County Board of Supervisors has determined the need to define the responsibilities of the County and the State on the Project.

THEREFORE, BE IT RESOLVED:

That it is in the best interest of the County to enter into Intergovernmental Agreement JPA 93-139 with the State, by and through ADOT, for the purpose of defining the responsibilities of the County and the State for the design of improvements for Maricopa - Casa Grande Highway from Burris Road to Ethington Road.

THEREFORE, BE IT FURTHER RESOLVED:

Pinal shall enter into Intergovernmental Agreement JPA 93-139 with the State by and through ADOT for the purposes defined therein.

BE IT FURTHER RESOLVED:

Stanley Griffis, County Manager of Pinal County, is authorized to execute said intergovernmental agreement on behalf of the County.

PASSED AND ADOPTED this 16 day of Dec, 1993.

PINAL COUNTY

Samuel B. Kern
Chairman, Board of Supervisors

ATTEST:

Sheri Cluff
Deputy Clerk of the Board of Supervisors



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2377-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of January, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8290G